

M.H.K. Res

*Charles Wolf
Home*

An Abstract is a condensed history of the record title of premises in question. It may show your title to be perfect, marketable, questionable or defective. It does *not* show the rights, interests or liens of parties not of record. It is not an opinion of title, and should be submitted to your attorney for examination.

Property of
Plain Township
Historical Society
11.05.02E

Township Historical Society

#6261

LOYD & YUTZEY
ATTORNEYS AND
ABSTRACTERS

An ABSTRACT OF TITLE to Lot #14 in A. P. Hanna's Addition to Edgefield, as laid out in the Northeast Quarter of Section #29, Township #II, Range #8, Stark County, Ohio.

No. 2.

Thomas Jefferson,
President of U.S.,
to
Valentine Weaver.

Patent.
Dated Jan. 1, 1807.
Cert. Copy Rec. Nov. 23, 1888.
Vol. 246, P. 55.

Grants the Northeast Quarter of Section #29, Township #II, Range #8, of the lands directed to be sold at Steubenville.

No. 3.

When the wife or husband of a grantor joins in the granting clause, their given name will appear in the Abstract, but when dower is released only, they will be designated as "husband" or "wife".

All instruments shown herein, as well as cancellations of mortgages, are regular in form unless otherwise noted.

No. 4.

We find no deed from Valentine Weaver or to Joseph Weaver for the premises in question, on record, but we note from the record of the partition of the estate of Valentine Weaver that the petition recites that Valentine Weaver sold to Joseph Weaver a part of the Northeast Quarter of Section #29, Township #II, Range #8, described as follows:- Beginning at a post on the west boundary of said Quarter Section: 94 rods south from the northwest corner of said Quarter Section; thence south 66 rods to the southwest corner thereof; thence east along the south boundary thereof so far that a line

No. 4. (Cont.)

thence north 66 rods and thence west to the place of beginning will enclose 50 acres, 3 rods and 26 rods.

See Record Volume "K", P. 62I, Stark County Clerk's Office.

No. 5.

Joseph Weaver's Estate. 1833, Nov. 4, Samuel Weaver, Admr.
 1834, Jan. 31, Inv. List of sales, widow's provision & schedule filed.
 1835, Aug. 10, Final acct. passed.
 Admr. Doc. "A", P. 258.

No. 6.

Anna Weaver, vs. Petition for Partition.
 1842, Nov. 16, Petition filed.
 Margaret Weaver, Nov. 21, Answer filed.
 Isaac Weaver, Partition ordered.
 Elizabeth Weaver, & Nov. 22, Writ of Partition issued.
 Joseph Weaver. Nov. 25, Returned with appraisement
 Sale ordered.
 Dec. 19, Order issued.
 1843, Apr. 17, Sale approved and deed ordered.
 App. Doc. "M", P. 614.
 Record "T", P. 529.

PETITION:- Recites that plaintiff as tenant in common with defendants, all of whom are minors is seized in fee simple of an undivided 1/5 part of the following described tract of land to-wit:- Part of the Northeast Quarter of Section #29, Township #II, Range #8, bounded as follows:

(Over)

Beginning at the Southwest corner of said Quarter; thence east 123 perches to a post; thence north 66 perches to a post; thence west 123 perches to a post; thence south to the place of beginning, containing 50 acres, 3 roods and 22 perches. Prays for partition.

ANSWER:- Margaret Weaver by her guardian, Jacob Essig, and Isaac Weaver, Elizabeth Weaver, and Joseph Weaver, by their guardian, George Trump, admit that legal service of notice had been made and consent to partition said premises.

Premises sold to Samuel Weaver. Sale approved and deed ordered.

No. 7.

John Brandon,
Sheriff of Stark County,

Sheriff's Deed.

Dated & Ack'd June 30, 1843.

to

Rec. July 4, 1843.

Samuel Weaver.

Vol. 30, P. 305.

Conveys premises described in the preceding Section of this Abstract.

Deed recites that conveyance was made by virtue of said proceedings.

No. 6.

Samuel Weaver, &
Katharine, his wife,
to
Henry Sell.

Warranty Deed.

Dated & Ack'd March 24, 1853.

Rec. July 12, 1853.

Vol. 55, P. 156.

Conveys part of the Northeast Quarter of Section #29, Town-
ship #II, Range #8, described as follows; Beginning at a point
18.22 chains east of the Southwest corner of said Quarter Section;
thence east along the Quarter Section line 12.53 chains to a stake;
thence north at right angles 5.36 chains; thence north $84\frac{1}{2}$ degrees
west 6.25 chains to a post; thence north $83\frac{1}{4}$ degrees west 7.65
chains to the center of the Cleveland Road; thence south $10\frac{3}{4}$ deg-
rees east 6.57 $\frac{1}{2}$ chains to the place of beginning, containing
8.08 acres.

No. 9.

Henry Sell, &
Mary, his wife,
to
Andrew Meyer.

Warranty Deed.

Dated & Ack'd Aug. 25, 1854.

, Rec. Aug. 31, 1854.

Vol. 60, P. 60.

Same description as above.

No. 10.

Andrew Meyer's
Will.

Dated July 20, 1858.

Probated Aug. 2, 1858.

Will Record "C", P. 288.

" I give, devise and bequeath to my wife, Rosanna Meyer, my widow or relict, all my estate both real and personal so long as she shall remain my widow but if she should marry again then and in that event my estate both real and personal to go to my two children Mary Elizabeth and Florenina Catharine Meyer."

No. 11.

Andrew Meyer's
Estate.

1859, Jan. 22, F. J. Meyer & Thomas Pat-

ton Administrators de
bonis non with will
annexed.

Bond filed. Letters issued.

Mch. 17, Partial account filed.

Nov. 15, Additional bond filed.

1871, Apr. 15, Final account filed.

Admr. Doc. "D", P. 128.

No. 12.

Mary E. Myer was married to Daniel Buffenmeyer on Feb. 8,
1877.

See Marriage Record 8, P. 579, Stark County Probate Office.

No. 13,

Daniel Buffenmeyer, &
Mary Buffenmeyer,
husband & wife,
to
Florentina Meyer.

Quit Claim Deed.
Dated & Ack'd Dec. 21, 1878.
Rec. Dec. 21, 1878.
Vol. 159, P. 66.

Conveys premises described as follows: "Part of the Northeast Quarter of Section #29, Township #11, Range #8, described as follows: Beginning 18.22 chains east of the southwest corner of said Quarter Section; thence east along the quarter line 12.53 chains to a stake; thence north at right angles 5.36 chains; thence north $84\frac{3}{4}$ degrees west 6.25 chains to the center of the Cleveland Road; thence south $10\frac{3}{4}$ degrees east 6.57 chains to the place of beginning, containing 2.59 acres."

NOTE:- A comparison of this description with that given at Section 8 above shows that one course has evidently been omitted.

No. 14.

We are reliably informed that Rosanna Meyer was married to Frank A. Peschel, but we find no record of their marriage in the Stark County Probate Office.

No. 15.

Flora C. Meyers was married to Philip Heiderich on Dec. 31 1878.

See Marriage Record 9, P. 91, Stark County Probate Office.

No. 16.

Franz A. Peschel, &
Rosannah Peschel,
husband & wife,
Philip Heiderich &
Flora C. Heiderich,
husband & wife,
to

Quit Claim Deed.

Dated & Ack'd Sept. 1, 1879.

Rec. Sept. 4, 1879.

Vol. 164, P. 4.

Clement T. Meyer.

Conveys the 8.08 acre tract described at Section #8 above.

NOTE:- The name of Rosannah Peschel appears in body of deed and acknowledgment, but her signature is illegible.

No. 17.

Clement T. Meyer,
to

Deed without covenants.

Dated & Ack'd Sept. 1, 1879.

Franz A. Peschel,

Rec. Sept. 4, 1879.

Rosannah J. Peschel,

Vol. 164, P. 3.

Flora C. Heiderich,

Franz A. H. Peschel, &

Clara W. Peschel.

Conveys premises as described at Section #8 above, except that one course is given as "north 84 $\frac{1}{2}$ degrees --7.65 chains."

Deed contains the following provision: "Said premises however are conveyed to said grantees in manner following: To said Franz A. Peschel and Rosannah J. Peschel for and during their natural lives and to the survivor of them for life or until his or her remarriage excepting however the possession of three rooms viz the two north rooms on the first floor and the north room on the second floor of the house on said premises and the half of the

north garden on said premises which is hereby granted and conveyed to said Flora C. Heiderich for and during the lives of said Franz A. Peschel and Rosannah J. Peschel and the life of the survivor of them and the remainder of said premises are hereby granted and conveyed to said grantees, Flora C. Heiderich, Frances A. H. Peschel and Clara W. Peschel their heirs and assigns in fee simple; provided however that this conveyance is conditioned or upon the express condition that said Flora C. Heiderich, Francis A. H. Peschel and Clara W. Peschel survive the survivor of said Franz A. Peschel and Rosannah J. Peschel, for if either die before the death of such survivor without issue, then the same shall vest in the survivors or survivors in fee simple."

No. 18.

Frank A. Peschel, &	Quit Claim Deed.
Kate, his wife,	Dated & Ack'd Mch. 18, 1897.
Clara W. Grovemiller, &	Rec. Mch. 23, 1897.
John, her husband,	Vol. 333, P. 232.
Franz Peschel, and	
Rosanna Peschel,	
husband and wife,	
to	
Mrs. Flora Heidrich.	

Quitclaims all interest in and to the north half of premises as described at Section #8 above.

Clara W. Peschel was married to John J. Groveniller on
Nov. 21, 1889.

See Marriage Record 12, P. 567, Stark County Probate Office.

No. 20.

Celestia C. Kolp, &
Charles A., her husband,
and
Flora C. Heidrich, &
Philip, her husband.

Agreement.
Dated & Ack'd Jan. 31, 1906.
Rec. Feb. 2, 1906.
Vol. 447, P. 299.

Agreement recites: That whereas Celestia C. Kolp is the
owner of a 16 acre tract more fully described in Deed Record Vol.
437, P. 302 and whereas said Flora C. Heidrich is the owner of an
adjoining tract described in Deed Record Vol. 333, P. 232 and where-
as it is the wish and desire of both parties hereto to open a
street or road 30 feet wide between the tracts hereinbefore described
to be used in common by the owners of said tracts and their heirs
and assigns for street purposes only and for the consideration of
one dollar and the mutual benefits to be derived and mentioned
herein, each dedicates a strip of land 15 feet wide for the uses
and purposes herein mentioned.

Flora Heidrich, &

Warranty Deed.

Philip, her husband,

Dated & Ack'd Apr. 1, 1908.

to

Rec. Apr. 2, 1908.

Algie P. Hanna.

Vol. 466, P. 370.

Conveys the north half of the premises described at Section #8 above.

" The premises hereby conveyed are subject to a right of way for street or road purposes only over a 15 foot strip along the north side of said premises to be used in common with the owner or owners of the premises immediately adjoining the tract hereby conveyed on the north."

A. P. Hanna's Addition

Plat.

to

Edgefield, laid out in the

Ack'd Aug. 19, 1911.

Northeast Quarter of Section #29,

Rec. Aug. 23, 1911.

Township #11, Range #8.

Plat Book 8, P. 68.

Lot #14 of this Addition, as platted, fronts 40 feet on south side of Kolp Avenue, the east line of said lot being 134.12 feet, and west line 137.18 feet in length.

L I E N S .

No. 23.

Flora C. Meyer et al.	Mortgage.	\$830.00.
to	Dated Dec. 21, 1878.	
Mary E. Ruffensmeyer.	Rec. Dec. 21, 1878.	
	Vol. 158, P. 508.	

Three notes amounting to \$580.00 given to Mary E. Ruffensmeyer, and one for \$250.00 given to Adam W. Heldenbrant.

Cancellation on margin of record signed by Mary E. Ruffensmeyer, also the following;

" I, Jacob Smith owner of the note made payable to Adam W. Heldenbrand having received full payment, hereby cancel and discharge this mortgage as to said note. "

(Signed) "Jacob Schmidt."

No. 24.

Franz Peschel, &	Mortgage.	\$200.00.
Rosannah Peschel,	Dated Apr. 5, 1883.	
husband & wife,	Rec. Apr. 5, 1883.	
Philipp Heidrich, &	Vol. 192, P. 547.	
Flora Heidrich,	Canceled.	
husband & wife,		

to

Jacob Schmidt.

No. 25. Mortgage. \$250.00.

Franz Peschel, &	Dated Apr. 3, 1884.
Rosanna, his wife.	Rec. Apr. 7, 1884.
to	Vol. 203, P. 213.

Samuel Sell.

Canceled.

No. 26.

Algie P. Hanna,

to

Flora Heiderich.

Mortgage. \$1800.00.

Dated April 1, 1908.

Rec. April 2, 1908.

Vol. 450, P. 392.

Canceled by "Flora C. Heiderich"

No. 27.

NO LEASES.

No. 28.

NO MECHANICS' LIENS.

No. 29.

No Pending Suits, Living Judgments or Foreign Executions
which are living Liens on the premises in question.

No. 30.

Taxes due Dec. 1922: Paid.

Amount due June 1923 \$1.13

No. 31.

We have made no search for Special Assessments.

No. 32.

We hereby certify that the foregoing Abstract of Title consisting of 32 Sections, was collated by us from the Official Records of Stark County, Ohio, and that we believe the same is correct and shows every instrument of record affecting the title to said premises as shown by the General Indexes in the several County Offices, in and for said County.

Canton, Ohio. June 17, 1923.

FLOYD & YUTZEY, ABSTRACTERS.

By

J. L. Floyd
R.

ADDENDA TO ABSTRACT OF THE TITLE TO Lot #14 in A. P.
Hanna's Addition to Edgefield in Plain Township, Stark County, Ohio.

Showing changes in title thereto since and including
June 1, 1923.

No. 33

Algie P. Hanna and
Anna L. Hanna,
husband and wife.

To

Mary A. Cunningham

and

James S. Cunningham.

Gen. War. Deed.

S. & A. May 23, 1923

Rec. June 15, 1923

Vol. 793. P. 504.

Conveys Lot #14 in A. P. Hanna's Addition to Edgefield in
the Northeast Quarter of Section 29, Township 11 (Plain) Range 8,
Stark County, Ohio.

No. 34

Mary A. Cunningham and
James S. Cunningham,
husband and wife.

To

Louis W. Kolp.

Gen. War. Deed.

S. & A. September 29, 1923

Rec. October 1, 1923

Vol. 797. P. 26.

Conveys Lot #14 in A. P. Hanna's Addition to Edgefield,
Plain Township, Stark County, Ohio.

L I E N S

No. 35

No mortgages on said premises have been filed for record
since said date.

No mechanics liens, leases, judgments, foreign executions or pending suits.

No federal tax, bond liens, delinquent personal property tax liens or Unemployment Compensation liens.

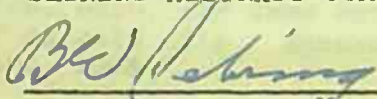
TAXES: Taxes paid to and including June 1958
Due December 1958-----\$39.03

ASSESSMENT: (Sewer Maintenance) June 1958 (\$3.00) paid

We have made no search for street, sewer, liquor or other special assessments, nor for suits or judgments in Courts other than the Common Pleas Court of Stark County, Ohio, except as shown herein.

We hereby certify that we have collated the foregoing ADDENDA from the Official Records of Stark County, Ohio, and that we believe the same shows every instrument of record affecting the title to said premises as shown by the General Indexes in the various County Offices, since and including said date.

SEBRING ABSTRACT COMPANY



Manager

March 2, 1959
11:00 A. M.

ADDENDA to the foregoing Abstract of title showing changes affecting the title to said premises since and including March 2, 1959.

No. 1

Louis W. Kolp and
Alice H. Kolp, his wife,
to
Clifford Shepherd and
Ethel E. Shepherd

Warranty Deed
Dated Mar. 12, 1959
Rec'd March 23, 1959
Vol. 2618, page 369

Conveys: Situated in the Township of Plain, County of Stark and State of Ohio, and known as and being Lot Number 14 in A.P. Hanna's Addition to Edgefield, as laid out in the north east quarter of Section 29, Township 11 (Plain), Range 8, Stark County, Ohio.

Said lot is subject to all restrictions and reservations of record for public utilities or otherwise, also subject to zoning laws, restrictions and regulations.

No. 2

When Lot No. 14 in A.P. Hanna's Addition to Edgefield was annexed to the City of Canton, Ohio, the same was renumbered and designated as Lot No. 37917 in said city. Annexed to the City of Canton, Ohio, in February, 1968.

No. 3

No mortgages.

No. 4

No leases or mechanic's liens.

No. 5

No federal tax liens, personal tax liens, recognizance bond liens, unemployment compensation tax liens, division of aid for the aged liens, or workman's compensation liens.

No. 6

No judgments, pending suits or foreign executions which are living liens against the premises in question.

No. 7

A search of the United States Bankruptcy Court of Canton, Ohio, has been made covering the period from March 2, 1959, to the date hereof and there is nothing of record which would affect title to the premises abstracted.

No. 8

No matters in the Probate Court which in any manner affect the title to the premises herein abstracted.

Taxes: Parcel No. 03-02866

Current Tax	200.03
Tax Reduction	-57.57
10% Reduction	-14.25
2.5% Discount	-3.56
Total	<u>124.65</u>

Taxes for the last half of 1985 are paid.

No assessments shown on the tax duplicate.

I hereby certify that the foregoing Addenda consisting of eight sections was collated by me from the official records of Stark County, Ohio, and that I believe the same is correct and shows every instrument of record affecting the title to said premises since and including March 2, 1959, as shown by the general indexes in the several county offices in and for said county.

Canton, Ohio
July 29, 1986


Frank J. Menster, Attorney at Law